

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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	:	
<i>In re</i>	:	Chapter 11
	:	
NEWPAGE CORPORATION, <i>et al.</i>,	:	Case No. 11-12804 (KG)
	:	
Debtors.¹	:	Jointly Administered
	:	
	-	Re: Docket No. 2904

**ORDER CONFIRMING DEBTORS' MODIFIED
FOURTH AMENDED JOINT CHAPTER 11 PLAN**

¹ The Debtors in these chapter 11 cases, and each Debtor's federal tax identification number, are: Chillicothe Paper Inc. (6154), Escanaba Paper Company (5598), Luke Paper Company (6265), NewPage Canadian Sales LLC (5384), NewPage Consolidated Papers Inc. (8330), NewPage Corporation (6156), NewPage Energy Services LLC (1838), NewPage Group Inc. (2465), NewPage Holding Corporation (6158), NewPage Port Hawkesbury Holding LLC (8330), NewPage Wisconsin System Inc. (3332), Rumford Paper Company (0427), Upland Resources, Inc. (2996), and Wickliffe Paper Company LLC (8293). The Debtors' corporate headquarters is located at 8540 Gander Creek Drive, Miamisburg, OH 45342.

DOCKET # 2943
DATE 12-17-12 ✓

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TABLE OF EXHIBITS

<u>Exhibit</u>	<u>Name</u>
A	Debtors' Fourth Amended Joint Chapter 11 Plan
B	Confirmation Notice

**ORDER CONFIRMING DEBTORS' MODIFIED
FOURTH AMENDED JOINT CHAPTER 11 PLAN**

NewPage Corporation ("NewPage") and those of its subsidiaries and affiliates that are debtors and debtors in possession (collectively with NewPage, the "Debtors"), other than those Debtors that are Non-Proponent Debtors (collectively, after the Effective Date, the "Reorganized Debtors"), having filed on August 13, 2012 the *Debtors' Joint Chapter 11 Plan* [Docket No. 2152], which was subsequently amended by the (i) *Debtors' First Amended Joint Chapter 11 Plan*, filed on October 5, 2012 [Docket No. 2414]; (ii) *Debtors' Second Amended Joint Chapter 11 Plan*, filed on November 4, 2012 [Docket No. 2608]; (iii) *Debtors' Third Amended Joint Chapter 11 Plan*, filed on November 6, 2012 [Docket No. 2620]; (iv) *Debtors' Fourth Amended Joint Chapter 11 Plan*, filed on November 7, 2012 [Docket No. 2635]; and (v) *Debtors' Modified Fourth Amended Joint Chapter 11 Plan*, filed on December 12, 2012 [Docket No. 2904] (the "Plan")¹; and the Court having entered, pursuant to sections 105, 502, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, 9013, 9014, and 9021, and Local Rules 2002-1, 3017-1, and 9013-1, and after due notice and a hearing, an order dated November 8, 2012 [Docket No. 2647] (the "Disclosure Statement Order"), by which the Bankruptcy Court, among other things, (i) approved the *Disclosure Statement for the Debtors' Fourth Amended Joint Chapter 11 Plan*, dated as of November 7, 2012 [Docket No. 2639] (the "Disclosure Statement"), (ii) established procedures for the

¹ The Plan consists of twelve separate plans – one for each Debtor. Any reference herein to the "Plan" shall be a reference to the separate Plan of each Debtor, as the context requires. Capitalized terms but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The rules of construction set forth in Section 1.3 of the Plan apply to this Order (the "Confirmation Order"). In accordance with Section 1.1, unless the context requires otherwise, any capitalized term used and not otherwise defined in the Plan or this Confirmation Order, but that is defined in the Bankruptcy Code, shall have the meaning ascribed to that term in the Bankruptcy Code. A copy of the Plan is attached hereto as Exhibit A and is incorporated herein by reference.

The *Debtors' Modified Fourth Amended Joint Chapter 11 Plan* was filed to reflect the incorporation into the Plan of the terms of the Settlement with the Cerberus Entities.

solicitation and tabulation of votes to accept or reject the Plan, and approved the forms of ballots to be used in connection therewith, and (iii) scheduled a hearing on December 13, 2012 to consider confirmation of the Plan (the “Confirmation Hearing”); and an affidavit of service having been filed with the Bankruptcy Court on November 21, 2012 by Kurtzman Carson Consultants LLC (“KCC”), in its capacity as the Court-appointed voting and solicitation agent, attesting to the mailing of the notice of the Confirmation Hearing and solicitation materials in respect of the Plan in accordance with the Disclosure Statement Order [Docket No. 2739]; and the certification regarding the publication of notice of the Confirmation Hearing in various publications having been filed on December 3, 2012 [Docket Nos. 2792 & 2793], as required by the Disclosure Statement Order; and due notice of the Confirmation Hearing having been provided to holders of Claims against and Equity Interests in the Debtors and to other parties in interest, all in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order; and the Debtors having filed on December 5, 2012 the *Plan Supplement to the Debtors’ Fourth Amended Joint Chapter 11 Plan* [Docket No. 2828] (the “Plan Supplement”); and the Debtors having filed on December 12, 2012 the *Amended Plan Supplement to the Debtors’ Modified Fourth Amended Joint Chapter 11 Plan* [Docket No. 2909 and the *Notice of Further Amended Plan Supplement to the Debtors’ Modified Fourth Amended Joint Chapter 11 Plan* [Docket No. 2914] (collectively, the “Amended Plan Supplement”); and the following having been filed in support of the confirmation of the Plan: (i) *Declaration of Jay A. Epstein in Support of Confirmation of the Debtors’ Modified Fourth Amended Joint Chapter 11 Plan* [Docket No. 2902] (the “Epstein Declaration”); (ii) *Declaration of J. Blake O’Dowd in Support of Confirmation of the Debtors’ Modified Fourth Amended Joint Chapter 11 Plan* [Docket No. 2903] (the “O’Dowd Declaration”); and (iii) *Declaration of Alison M. Tearnen Schepper of*

Kurtzman Carson Consultants LLC Regarding Voting and Tabulation of Ballots Accepting and Rejecting Debtors' Fourth Amended Joint Chapter 11 Plan, certifying the voting tabulation compiled by KCC and reflecting that the requisite votes were obtained to support confirmation of the Plan [Docket No. 2920] (the "Voting Declaration," and, together with the Epstein Declaration and the O'Dowd Declaration, the "Declarations"); the Epstein and O'Dowd Declarations having been filed with the Court on December 12, 2012, and the Voting Declaration having been filed with the Court on December 13, 2012; and the Debtors having filed on December 12, 2012 the *Memorandum of Law in Support of Debtors' Modified Fourth Amended Joint Chapter 11 Plan* [Docket No. 2901]; and objections to confirmation of the Plan having been filed on or before December 6, 2012, by (i) the State of Wisconsin; (ii) the State of Michigan Department of Treasury; (iii) Bacco Construction Company; (iv) AirTek Construction, Inc.; (v) RMR Mechanical, Inc.; (vi) the Internal Revenue Service; (vii) Liberty Mutual Insurance Company; (viii) GL&V USA Inc.; (ix) the direct purchaser plaintiffs and the certified class they represent; (x) the United States Trustee; (xi) the Cerberus Entities that are the equityholders of NewPage Group Inc.; (xii) M.L. Smith, Jr., LLC (f/k/a M.L. Smith, Jr., Inc.); and (xiii) MeadWestvaco Corporation² (collectively, the "Confirmation Objections"); and the appearances of all interested parties having been noted in the record of the Confirmation Hearing; and upon the evidence propounded at the Confirmation Hearing; and upon the arguments of counsel and the full record in the Chapter 11 Cases; and after due deliberation and sufficient cause appearing therefore; it is hereby

² MeadWestvaco Corporation filed an objection to the form of the Debtors' proposed order confirming the Plan on December 12, 2012.

ORDERED, ADJUDGED, AND DECREED:³

I. Jurisdiction and Venue

1. The Court has subject matter jurisdiction to confirm the Plan pursuant to 28 U.S.C. § 1334.

2. Venue of the Chapter 11 Cases is proper in the District of Delaware pursuant to 28 U.S.C. §§ 1408 and 1409.

3. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L).

II. Modified Fourth Amended Plan

4. The Plan complies with section 1127 of the Bankruptcy Code and the Plan is approved in its entirety.

III. Confirmation of the Plan

A. Confirmation

5. The Plan complies fully with sections 1121, 1122, 1123, and 1129 of the Bankruptcy Code. The Debtors have complied with section 1125 of the Bankruptcy Code with respect to the Disclosure Statement and the Plan.

6. The Plan, as modified by this Confirmation Order, inclusive of all exhibits and schedules to the Plan, the Plan Supplement, and the Amended Plan Supplement, is CONFIRMED.

B. Revocation, Withdrawal, or Non-Consummation

7. In the event any Plan does not become effective for any reason whatsoever, then that Plan shall be deemed null and void, and the parties shall be returned to the

³ The Court is also entering Findings of Fact and Conclusions of Law of the Court upon which this order is hereby issued.

position they would have held had the Confirmation Order not been entered, and nothing in such Plan, the Disclosure Statement, any of the Plan Documents, or any pleading filed or statement made before this Court with respect to such Plan or the Plan Documents shall be deemed to constitute an admission or waiver of any sort of in any way limit, impair, or alter the rights of any Entity.

C. Conditions to the Effective Date and Substantial Consummation of the Plan

8. Nothing in this Confirmation Order shall in any way affect the provisions of Sections 11.1 and 11.2 of the Plan, which establish (i) the conditions precedent to the Effective Date of the Plan and (ii) the circumstances under which each of the conditions precedent in Section 11.1 may be waived. If a condition to the occurrence of the Effective Date set forth in Section 11.1 of the Plan cannot be satisfied, and the occurrence of such condition is not waived in writing by the parties as set forth in Section 11.2 of the Plan, then the Plan shall be of no force and effect. Upon the satisfaction or waiver of the conditions contained in Section 11.1 of the Plan, the occurrence of the Effective Date, and the commencement of Distributions under the Plan, substantial consummation of the Plan, within the meaning sections 1101 and 1127(b) of the Bankruptcy Code, shall be deemed to have occurred without further order of this Court.

D. Effects of Confirmation

9. From and after the Effective Date, the Plan, as modified by this Confirmation Order, shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

IV. Approval, Modification, and Execution of Plan Documents

10. The Plan, the Plan Supplement, the Amended Plan Supplement, and all exhibits and schedules thereto, substantially in the form as they exist at the time of the entry of this Confirmation Order, including, without limitation, the Plan Documents, are approved in all respects.

V. Claims Bar Dates and Other Claims Matters

A. Bar Date for Administrative Expense Claims

11. Except as otherwise provided in the Plan or in paragraph 13 below, (i) all requests for payment of an Administrative Expense Claim shall be filed with the Claims Agent and served on the Debtors or the Reorganized Debtors, as applicable, at the addresses set forth in Section 14.16 of the Plan on or before the 60th day after the Effective Date (the “Administrative Expense Claims Bar Date”),⁴ and (ii) if no such request is timely filed and served, such Administrative Expense Claim shall be forever barred and shall not be enforceable against the Debtors, or their properties, agents, successors, or assigns, including the Reorganized Debtors. Unless the United States Trustee, the Debtors, the Reorganized Debtors, or the First Lien Notes Trustee (as applicable) object to an Administrative Expense Claim within 45 days after receipt of a request for payment, such Administrative Expense Claim shall be deemed Allowed in the amount requested. If the United States Trustee, the Debtors, the Reorganized Debtors, or the First Lien Notes Trustee (as applicable) object to an Administrative Expense Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim; *provided, however*, that the United States Trustee, the Debtors, the Reorganized Debtors, or the First Lien Notes Trustee, as applicable, and the applicant may resolve such objection by

⁴ The Debtors shall provide the First Lien Notes Trustee with copies of any Administrative Expense Claims filed prior to the Effective Date.

stipulation, without further action of the Bankruptcy Court. Notwithstanding the foregoing, no request for payment of an Administrative Expense Claim need be filed on account of fees and expenses incurred on or after the Commencement Date by ordinary course professionals retained by the Debtors, which, for the avoidance of doubt, shall not include any claims of the Debtors' current or former directors, officers, employees, or agents, or any person who is or was serving at the request of the Debtors as a director, officer, employee or agent of another corporation or of a partnership, limited liability company, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, on account of any obligation of the Debtors to indemnify, hold harmless or provide any reimbursement or advancement of expenses to such persons. Persons asserting Claims for indemnification or reimbursement arising solely from postpetition acts or services to the Debtors during the Chapter 11 Cases shall be required to file Administrative Expense Claims in accordance with section 2.1 of the Plan.

12. To the extent that an Administrative Expense Claim is Allowed against any Debtor, there shall be only a single recovery on account of such Allowed Claim; *provided, however*, that an Entity holding an Allowed Administrative Expense Claim against more than one Debtor as co-obligors on such Claim may recover distributions from any one or more of such Debtors until such Entity has received payment in full on such Allowed Administrative Expense Claim.

B. Bar Date for Professional Fee Claims

13. All holders of a Claim for an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code shall (i) file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the

Effective Date by a date no later than the date that is 90 days after the Effective Date or by such other date as may be fixed by the Bankruptcy Court (the “Professional Fees Bar Date”), and (ii) if granted such an award by the Bankruptcy Court, be paid in full in such amounts as are Allowed by the Bankruptcy Court to the extent not previously paid by prior order of the Bankruptcy Court (a) on the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is reasonably practicable, or (b) upon such other terms as may be mutually agreed upon between such holder of an Administrative Expense Claim and the Reorganized Debtors.

C. Bar Date for Rejection Damages Claims and Rejection Objections

14. If the rejection of an executory contract or unexpired lease by the Debtors pursuant to Section 8.1 of the Plan result in rejection damages to the non-debtor party or parties to such contract or lease, any claim for such rejection damages, if not heretofore evidenced by a filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors, the Litigation Trust or the Litigation Trustee, or their properties, agents, successors, or assigns, unless a proof of claim is filed with the Debtors’ court-appointed claims agent or with the Bankruptcy Court and served upon the Debtors or Reorganized Debtors, at the addresses in Section 14.16 of the Plan, on or before 30 days after the later to occur of (a) the Confirmation Date, and (b) the date of entry of an order by the Bankruptcy Court authorizing rejection of such executory contract or unexpired lease (the “Contract Rejection Bar Date”).

15. If any non-debtor counterparty objects to the rejection of an executory contract or unexpired lease on any other basis, such objection must be filed with the Court and served on the Debtors or Reorganized Debtors, at the addresses in Section 14.16 of the Plan, so as to be received by the Debtors or Reorganized Debtors on or before the Contract Rejection Bar Date. Nothing herein shall prejudice the rights of the non-debtor party or the Debtors in respect

of any assertion that a rejected contract was executory, was terminated prior to rejection or the nature or calculation of any damages with respect thereto.

D. Assumed Executory Contract and Unexpired Lease Provisions and Related Procedures

16. Any executory contract or unexpired lease of personal property of the Debtors that is not set forth in Schedules 8.1(A)-(E) is hereby deemed to have been assumed by the Debtors, except as otherwise provided in Schedule 8.1 of the Plan Supplement. Each executory contract or unexpired lease assumed hereunder shall include any modifications, amendments, supplements, or restatements to such contract or lease. Entry of this Confirmation Order constitutes approval of such assumptions pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such assumed executory contract or unexpired lease is in the best interest of the Debtors, their bankruptcy estates, and all parties in interest in the Chapter 11 Cases.

17. The redacted notices that the Debtors sent to each counterparty to an executory contract or unexpired lease listed on Schedule 8.1 of the Plan Supplement are approved because disclosure of the sensitive information, if left unredacted, could harm the Debtors' operations.

18. Except as may otherwise be agreed to by the parties, on or before the 30th day after the Effective Date, the Debtors shall cure any and all undisputed defaults under each executory contract and unexpired lease assumed by the Debtors pursuant to the Plan, in accordance with section 365(b) of the Bankruptcy Code, by the payment of the respective proposed cure amounts. Except as may otherwise be agreed to by the parties, on or before the 30th day after the Effective Date, each non-debtor party to an executory contract that objects to a proposed cure amount must file an objection. All disputed defaults and disputed cure amounts,

including those with respect to which the non-debtor party to an assumed executory contract or unexpired lease has timely filed a proof of claim, to the extent required to be cured or paid, as applicable, shall be cured either within 30 days of the entry of a Final Order determining the amount of the Debtors' liability with respect thereto, or as may otherwise be agreed to by the parties. Unless a proof of claim was timely filed with respect thereto, all contingent reimbursement or indemnity claims for prepetition amounts expended by the non-debtor parties to assumed executory contracts and unexpired leases shall be discharged upon entry of this Confirmation Order.

E. Enforcement of Bar Dates

19. Except as otherwise provided in the Plan, any Entity that fails to file a proof of Claim on or before the Administrative Expense Claims Bar Date, Professional Fees Bar Date, or Contract Rejection Bar Date, or any other bar dates established in these Chapter 11 Cases (collectively, the "Bar Dates"), or was not otherwise permitted to file a proof of claim after the applicable Bar Date by a Final Order of the Bankruptcy Court, is and shall be barred, estopped, and enjoined from asserting any such Claim against the Debtors.

F. Indenture Trustee Claims and Agent Claims

20. The Reorganized Debtors shall pay the Indenture Trustee Claims in Cash in immediately available funds (i) on the Effective Date in respect of outstanding invoices submitted on or prior to the 10th business day immediately preceding the Effective Date, and (ii) within 10 business days following receipt by the Reorganized Debtors of the applicable invoice, in respect of invoices submitted after the 10th Business Day immediately preceding the Effective Date, but only if and to the extent the applicable Indenture Trustee provides reasonable and customary detail along with or as part of all invoices submitted in support of its Claim to the attorneys for the Reorganized Debtors and the United States Trustee. Any payment by the

Debtors or the Reorganized Debtors to the Indenture Trustees for the Unsecured Notes and the Senior Subordinated Unsecured Notes Claims in respect of their Indenture Trustee Claims shall be capped at an aggregate of \$1.5 million. The Reorganized Debtors shall have the right to file objections to any Indenture Trustee Claim based upon a “reasonableness” standard within 10 days after receipt of the invoices and supporting documentation. Any disputed amount shall be subject to the jurisdiction of, and resolution by, the Bankruptcy Court. If an objection is timely filed to an Indenture Trustee Claim, the Bankruptcy Court shall hold a hearing on notice to determine the reasonableness of such Claim. Upon payment of an Indenture Trustee Claim in full or in accordance with (i) the second sentence of Section 14.7 of the Plan or (ii) a Final Order of the Bankruptcy Court, the applicable Indenture Trustee will be deemed to have released its Indenture Trustee Charging Lien.

G. Continuation of Compensation and Benefits Program

21. Except as provided in Section 8.1 of the Plan, the Debtors’ existing collective bargaining agreements (as modified), health care plans (including medical plans, dental plans, vision plans, prescription plans, health savings accounts and spending accounts), retiree benefit programs and settlements with respect to such retiree benefit programs, defined contribution plans, severance plans, discretionary bonus plans, performance-based incentive plans, long-term incentive plans, retention plans, workers’ compensation programs and life, disability, accidental death and dismemberment, directors and officers liability, and other insurance plans are treated as executory contracts under the Plan and shall, on the Effective Date be deemed assumed by the Debtors in accordance with sections 365(a) and 1123(b)(2) of the Bankruptcy Code, *provided, however*, that notwithstanding the inclusion of the treatment of the Pension Plans in Sections 8.5.1 and 8.5.2 of the Plan, the Pension Plans are not and shall not be treated as executory contracts, and will be continued by the Reorganized Debtors in the ordinary

course of business. On and after the Effective Date, all Claims submitted for payment in accordance with the foregoing benefit programs, whether submitted prepetition or postpetition, shall be processed and paid in the ordinary course of business of the Reorganized Debtors, in a manner consistent with the terms and provisions of such benefit programs.

22. NewPage shall be deemed, on the Effective Date, to have assumed each Award Agreement of non-insider executives under the 2010 Executive Long-Term Incentive Plan (the "2010 LTIP") listed in Schedule 8.5 of the Plan Supplement (the "Award Agreements"); *provided that*, such Award Agreement shall be deemed to have been amended prior to the Effective Date so that none of the transactions contemplated by the Plan shall be deemed to constitute a "Change in Control" under the 2010 LTIP. Upon the Effective Date, the 2010 LTIP shall be replaced by the 2012 Long-Term Incentive Plan, the form of which is included in Schedule 1.2.143 of the Plan Supplement (the "2012 LTIP"). Any award agreements under the 2012 LTIP shall be determined by New Holdco. For the avoidance of doubt, the Award Agreements under the 2010 LTIP shall not apply to the 2012 LTIP, and the participants shall not be entitled to any Awards under the Award Agreements for any employment periods occurring after December 31, 2012.

H. D&O Liability Insurance

23. The Reorganized Debtors shall maintain insurance for the benefit of persons who were directors, officers and employees of any of the Debtors prior to or on the Commencement Date or at any time thereafter at levels no less favorable than those existing as of the date of entry of the Confirmation Order for a period of no less than six years following the Effective Date. Pursuant to Bankruptcy Code section 1141(d)(1), except as otherwise provided in the Plan or the Confirmation Order, all debts arising before the Effective Date are discharged, including without limitation all indemnity, reimbursement or advancement claims relating to

acts, events, or omissions that occurred prior to the Commencement Date regardless of when such claims arise. Without limiting the foregoing, nothing herein impairs the rights of present or former officers and directors to assert Administrative Expense Claims for indemnity or reimbursement they contend arose postpetition, and nothing herein impairs the rights of any party in interest to object on any ground, including without limitation, that the Claim is a discharged prepetition Claim because it relates to acts, events or omissions that occurred prior to the Commencement Date.

I. Preservation of Rights of Action

24. Except to the extent the Preserved Rights are expressly and specifically released, transferred to the Litigation Trust pursuant to the terms and conditions set forth in Section 1.2.28 of the Plan, or otherwise treated in connection with the Plan, this Confirmation Order, or any settlement agreement approved during the Chapter 11 Cases, in accordance with section 1123(b) of the Bankruptcy Code: (a) the Preserved Rights shall remain assets of and vest in the Reorganized Debtors, whether or not related litigation is pending on the Effective Date, and whether or not the Preserved Rights have been listed or referred to in the Plan, the Schedules, or any other document filed with the Bankruptcy Court; (b) neither the Debtors nor the Reorganized Debtors waive, relinquish, or abandon (nor shall they be estopped or otherwise precluded from asserting) any Preserved Rights: (i) whether or not the Preserved Rights have been listed or referred to in the Plan, the Schedules, or any other document filed with the Bankruptcy Court, (ii) whether or not the Preserved Rights are currently known to the Debtors, and (iii) whether or not a defendant in any litigation relating to the Preserved Rights filed a proof of claim in the Chapter 11 Cases, filed a notice of appearance or any other pleading or notice in the Chapter 11 Cases, voted to accept or reject the Plan, or received or retained any consideration under the Plan; and (c) (i) the Reorganized Debtors shall have the right and authority to

commence, prosecute, defend against, settle, and realize upon any Preserved Rights in their sole discretion, in accordance with what is in the best interests, and for the benefit, of the Reorganized Debtors, (ii) any recoveries realized by the Reorganized Debtors from the assertion of any Preserved Rights will be the sole property of the Reorganized Debtors, and (iii) to the extent necessary, the Reorganized Debtors shall be deemed representatives of their former Estates under section 1123(b) of the Bankruptcy Code.

VI. Distributions under the Plan

A. Distributions and Disbursing Agent

25. All Distributions, as well as all procedures relating thereto, shall be made pursuant to Article V of the Plan and the Litigation Trust Agreement, and Article VI of the Plan.

26. The Disbursing Agent shall be (i) the Reorganized Debtors or any authorized agent of the Reorganized Debtors chosen by the Reorganized Debtors to make or facilitate Distributions pursuant to the Plan, or (ii) the Litigation Trust Disbursing Agent.

B. Distribution Record Date

27. The Distribution Record Date, or the record date for purposes of making Distributions under the Plan, shall be the date of entry of this Confirmation Order.

C. Setoffs

28. The Reorganized Debtors are authorized, pursuant to applicable bankruptcy or non-bankruptcy law, to set off against any Allowed Claim and the Distributions to be made pursuant to the Plan on account thereof (before any Distribution is made on account of such Claim), the claims, rights, and Causes of Action of any nature that the Estates or the Reorganized Debtors hold against the holder of that Allowed Claim; *provided, however*, that neither the failure to effect such a setoff nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors or the Reorganized Debtors of any claims, rights

and Causes of Action that the Debtors or the Reorganized Debtors may possess against the Claim holder, provided, that no setoffs shall be permitted against any holders of the First Lien Notes or Second Lien Notes or that would violate the SEO Settlement Agreement.

VII. DIP and Exit Financing

29. Subject to, and upon the occurrence of, the Effective Date, and without further notice to or order or other approval of the Bankruptcy Court, act or action under applicable law, regulation, order or rule or the vote, consent, authorization or approval of any Person or Entity (including the boards of directors of the Debtors and the Reorganized Debtors), except for this Confirmation Order and as otherwise required by the Exit Financing Documents, the Reorganized Debtors shall, and are hereby authorized to, enter into and perform and receive the proceeds of the Exit Financing, and to execute and deliver the Exit Financing Documents, in each case consistent with the terms of the Exit Commitment Letter or otherwise on terms and conditions acceptable to the Exit Financing Arrangers; *provided, however*, that the provisions of this Confirmation Order and the Plan Documents, including but not limited to the Plan, Plan Supplement and any amendment, modification or supplement thereto, shall be subject to the approval of the Exit Financing Arrangers only to the extent such provisions are materially adverse to the rights and interest of any or all of the Exit Financing Arrangers, the Term Administrative Agent (as defined in the Exit Commitment Letter), the Revolving Administrative Agent (as defined in the Exit Commitment Letter) and the Exit Lenders and their respective affiliates (as determined in good faith by each of the Exit Financing Arrangers) unless each of the Exit Financing Arrangers have so consented in writing; *provided, however*, in order to pay the First Lien Notes Cash (as defined in the Plan), the Loan Parties (as defined in the Exit Commitment Letter) shall have no less than \$20 million of unrestricted cash and cash equivalents on hand (without giving effect to any draw under the Revolving Facility (as defined in the Exit

Commitment Letter)) after taking into consideration the funding of the Term Facility (as defined in the Exit Commitment Letter) and the payment of such First Lien Notes Cash (as defined in the Plan) (*provided*, that cash and cash equivalents shall not be deemed restricted for purposes hereof solely as a result of being on deposit in an account subject to a control agreement in favor of (i) at any time prior to the consummation of the transactions contemplated hereunder, the collateral agent under the Existing Credit Agreement (as defined in the Exit Commitment Letter) and (ii) from and after the consummation of the transactions contemplated hereunder, the Revolving Co-Collateral Agents (as defined in the Exit Commitment Letter).

30. Confirmation of the Plan shall be deemed (i) approval of the Exit Financing and the Exit Financing Documents, and all transactions contemplated thereby, including, without limitation, any supplemental or additional syndication of the Exit Financing, and all actions to be taken, undertakings to be made, and obligations to be incurred by the Reorganized Debtors in connection therewith, including the payment of all fees, indemnities, costs and expenses provided for therein, and (ii) authorization of the Reorganized Debtors to enter into and execute the Exit Financing Documents and such other documents as the Exit Financing Arrangers may require to effectuate the Exit Financing, subject to such modifications as the Reorganized Debtors and the Exit Financing Arrangers may mutually agree are necessary or appropriate to effectuate the Exit Financing. On the Effective Date, the Exit Financing Documents shall constitute legal, valid, binding and authorized obligations of the Reorganized Debtors, enforceable in accordance with their terms. The financial accommodations to be extended pursuant to the Exit Financing Documents are being extended, and shall be deemed to have been extended, in good faith, for legitimate business purposes, for reasonably equivalent value, are reasonable, shall not be subject to re-characterization for any purposes whatsoever,

and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the Exit Financing Documents (i) shall be deemed to be approved, (ii) shall be legal, binding and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the Exit Financing Documents, (iii) shall be deemed perfected on the Effective Date, subject only to such Liens and security interests as may be permitted under the Exit Financing Documents, and (iv) shall not be subject to re-characterization or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers or fraudulent conveyances under the Bankruptcy Code or any applicable non bankruptcy law. The Reorganized Debtors and the Persons and Entities granting such Liens and security interests are authorized to make all filings and recordings, and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law (whether domestic or foreign) that would be applicable in the absence of the Plan and the Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of the Confirmation Order and any such filings, recordings, approvals and consents shall not be required), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties.

31. Upon the Effective Date, all commitments under the DIP Credit Agreement shall have terminated, and all of the DIP Facility Claims then outstanding shall be repaid from the proceeds of the Exit Financing. Upon the making of such repayments, all DIP Facility Claims shall have be deemed satisfied in full, and all of the respective Liens and security

interests on the assets of the Estates securing any or all of the DIP Facility Claims shall be, and shall be deemed to be, cancelled, released and discharged in their entirety. Notwithstanding the foregoing, to the extent that any of the DIP Agents, the DIP Lenders or any other holder of any Secured Claim that has been satisfied or discharged in full pursuant to the Plan, or any agent for such holder has filed or recorded publicly any Liens and/or security interests to secure the DIP Facility Claims or such holder's Secured Claim, as applicable, then as soon as practicable on or after the Effective Date, the DIP Agents, the DIP Lenders and/or the holder of such other Secured Claim, as the case may be, shall take any and all steps requested by the Debtors, the Reorganized Debtors or any Exit Financing Arranger that are necessary or appropriate to cancel and/or extinguish (or evidence of such cancellation or extinguishment of) such publicly-filed Liens and/or security interests, in each case all costs and expenses in connection therewith to be paid by the Debtors or Reorganized Debtors.

32. Notwithstanding anything to the contrary herein, the Plan, or any Plan Document (including, for the avoidance of doubt, any Exit Financing Document), each Plan Document shall be in form and substance satisfactory to the First Lien Trustee and each Exit Financing Document shall be in form and substance reasonably satisfactory to the First Lien Trustee.

VIII. Matters Relating to Implementation of the Plan

A. Approval of the Settlements

33. Section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019 permit a plan to provide for "the settlement or adjustment of any claim or interest belonging to the debtor or to the estate." The Plan incorporates the terms and provisions of certain settlements (the "Settlements") with the First Lien Noteholders, Second Lien Noteholders, Committee, certain retirees and union members (set forth in the Settlement Agreement and Mutual Release

included as Schedule 8.5 of the Plan Supplement), and the SEO Released Parties and the Trust Parties. The terms of the Settlements are fair, reasonable, and in the best interests of the Debtors' estates and claim holders, and fall well above the lowest point in the range of reasonableness.

34. On and after the Confirmation Date, the Reorganized Debtors and the parties to the Settlements set forth in Section 4.10 of the Plan and the SEO Settlement Agreement shall be authorized pursuant to Bankruptcy Rule 9019 to consummate the Settlements set forth therein. The Reorganized Debtors and the parties to the Settlements, as applicable, are authorized and directed to take all actions as are necessary to effectuate the terms of the Settlements.

B. General Authorization

35. Pursuant to sections 1123 and 1142 of the Bankruptcy Code and without further action by the Bankruptcy Court, the stockholders, members, managers, or board of directors of each Debtor or Reorganized Debtor, as well as any other appropriate officer of each Debtor or Reorganized Debtor are hereby authorized to: (i) take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, this Confirmation Order, and the transactions contemplated thereby or hereby, including, without limitation, each of the other transactions identified in Article IV of the Plan and each of the transactions contemplated by or referenced in the Plan Documents; and (b) enter into, execute and deliver, assign, adopt or amend, as the case may be, the Plan Documents in accordance with their terms. The Debtors are authorized to fund the Distribution of First Lien Notes Cash with the cash on their balance sheet and the proceeds of the Term Facility (subject to the provisions of Section 6.4(k) of the credit agreement governing the Term Facility) and to make the Distribution of First Lien Notes Cash in accordance with Section 4.8.3 of the Plan.

36. To the extent that, under applicable non-bankruptcy law, any of the foregoing actions (including, for the avoidance of doubt, the execution, delivery and performance of the Exit Financing Documents) would otherwise require the consent or approval of the stockholders or directors of any of the Debtors or Reorganized Debtors, this Confirmation Order shall, pursuant to sections 1123(a)(5) and 1142 of the Bankruptcy Code, constitute such consent or approval, and such actions are deemed to have been taken by unanimous action of the directors, members, and stockholders of the appropriate Debtor or Reorganized Debtor.

37. To the fullest extent possible under section 1123(a)(5) of the Bankruptcy Code and applicable jurisprudence in the United States Court of Appeals for the Third Circuit and this District, the execution and consummation of the transactions under the Plan and the Plan Documents (including, for the avoidance of doubt, the Exit Financing Documents) is not conditioned, prohibited, or otherwise limited by any otherwise applicable non-bankruptcy law.

38. Without the need for further order or authorization of the Court, the Debtors are authorized and empowered to make any and all modifications to any and all Plan Documents that do not materially modify the terms of such documents adversely to any creditor of the estates or any Debtor, and are consistent with the Plan; *provided, however*, (x) consistent with Section 13.1 of the Plan, no material amendments, modifications, or supplements shall be made to the Plan or any of the Plan Documents absent consent of the First Lien Notes Trustee, which consent shall not be unreasonably withheld; *provided, however*, to the extent any modification or amendment to the Plan affects any Distributions to or rights of (i) the Second Lien Group, its members or the Second Lien Noteholders, (ii) the Committee, its members or holders of General Unsecured Claims, or (iii) the SEO Released Parties or the Trust Parties, then the Debtors must obtain the consent of the Second Lien Group, the Committee and/or SEO, as

applicable, to any such amendment, modification or supplement, which consent shall not be unreasonably withheld or delayed ; and (y) no amendments, modifications or supplements shall be made to any of the Exit Financing Documents except in accordance with their respective terms.

39. The Litigation Trust Agreement is hereby approved. On the Effective Date, the Litigation Trust shall be established pursuant to the Litigation Trust Agreement for the purpose of (i) administering the Litigation Trust Assets (including the prosecution of the Committee Litigation Claims for the benefit of the Litigation Trust Beneficiaries), (ii) evaluating and prosecuting (a) objections to Disputed General Unsecured Claims and (b) Committee Litigation Claims, provided that for the avoidance of doubt, the Litigation Trustee may object under section 502(d) of the Bankruptcy Code to any Claim of any Entity or transferee that is the subject of a Committee Litigation Claim, and (iii) making all Distributions on account of Litigation Trust Interests or Settlement Cash as provided for under the Plan.

40. The appointment of Pirinate Consulting Group LLC as Litigation Trustee is hereby approved. The Litigation Trustee shall be compensated in accordance with the terms set forth Annex B to the Litigation Trust Agreement, which terms are hereby approved.

41. On the Effective Date, in accordance with Section 1141 of the Bankruptcy Code, all the Litigation Trust Assets, shall automatically vest in the Litigation Trust, free and clear of all Claims and Equity Interests for the benefit of the Litigation Trust Beneficiaries. Subject to the provisions of the Plan and this Order, the Litigation Trust, acting through the Litigation Trustee, is authorized to exercise and perform the rights, powers, and duties held by the Estates, including under section 1123(b)(3) of the Bankruptcy Code, with respect to the

Litigation Trust Assets, and shall be the sole party authorized to take control of, supervise, and manage the Litigation Trust Assets and prosecute or settle the Committee Litigation Claims.

42. The approvals and authorizations specifically set forth in this Confirmation Order are non-exclusive and are not intended to limit the authority of a Debtor or Reorganized Debtor or any officer thereof to take any and all actions necessary or appropriate to implement, effectuate, and consummate the Plan, this Confirmation Order, the Plan Documents, or the transactions contemplated thereby or hereby. In addition to the authority to execute and deliver, adopt or amend, as the case may be, the contracts, instruments, releases, and other agreements, including, without limitation, the Plan Documents, specifically granted in this Confirmation Order, each of the Debtors and the Reorganized Debtors is authorized and empowered, without further action by the Court or further action or consent by its directors, managers, trustees, members, or stockholders, to take any and all such actions as any of its officers, managers, or employees may determine are necessary or appropriate to implement, effectuate, and consummate the Plan, this Confirmation Order, the Plan Documents, the Settlements, or the transactions contemplated thereby or hereby.

C. Title to Assets

43. Upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property of the Estates shall vest in the applicable Reorganized Debtors free and clear of all Claims, Liens, Encumbrances, charges, and other interests created prior to the Effective Date, except as provided in the Plan and the Plan Documents (and for avoidance of doubt, subject to the Lien and security interest grants pursuant to the Exit Financing Documents), including in respect of the Litigation Trust Assets transferred to the Litigation Trust. From and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property free of any restrictions otherwise imposed by the Bankruptcy

Code or the Bankruptcy Rules in all respects as if they never sought protection under the Bankruptcy Code, except as provided in the Plan.

D. Transfers

44. Each of the transfers of property of the Debtors or the Reorganized Debtors, as the case may be, pursuant to the Plan or the Settlements: (i) shall be deemed to be legal, valid, and effective transfers of property; (ii) shall not constitute, or be construed to be, avoidable transfers under the Bankruptcy Code or under applicable non-bankruptcy law; and (iii) shall not subject the Debtors, the Reorganized Debtors, or the parties to the Settlements, as the case may be, to any liability by reason of such transfer under the Bankruptcy Code or under applicable non-bankruptcy law, including, without limitation, any laws affecting successor or transferee liability.

E. Post-Effective Date Organizational Structure

45. On the Effective Date, the Chapter 11 Cases of the Non-Proponent Debtors shall be dismissed. Each Non-Proponent Debtor shall be dissolved pursuant to the applicable laws of its respective state of organization, which shall not occur until at least one day after the Effective Date. In accordance with and subject to Sections 4.4 and 4.5 of the Plan, the Debtors are authorized to implement changes to their organizational structure, by merger, dissolution or otherwise to realign and streamline their operations as they deem appropriate. In accordance with Del. GCL Sec. 303, such actions may be implemented without the need for approval by the Board of Directors or shareholders of the respective affected Entities.

F. Corporate Governance and Management of the Reorganized Debtors

46. On the Effective Date, the management, control, and operation of the Reorganized Debtors shall become the general responsibility of the respective Boards of

Directors of the Reorganized Debtors and the officers appointed to manage their respective businesses.

47. The Boards of Directors of New Holdco and of each Reorganized Debtor shall be composed initially, on and after the Effective Date, of the members identified on or prior to the Confirmation Hearing. Each of the member of each Board of Directors shall serve in accordance with applicable non-bankruptcy law.

G. Exemption From Certain Transfer Taxes

48. Pursuant to section 1146 of the Bankruptcy Code, any transfers of property (whether from a Debtor to a Reorganized Debtor or to any other Person) pursuant to, in contemplation of, or in connection with the Plan or pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors or the Reorganized Debtors; (ii) the creation, modification, consolidation, termination, refinancing and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by such or other means; (iii) the making, assignment, or recording of any lease or sublease; (iv) the grant of collateral as security for all or any portion of the Exit Financing; or (v) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment. All state and local filing or recording officers and agents and any other person with authority over any of the foregoing, wherever located and by whomever appointed, shall, and are hereby directed to, forgo the collection of any such tax or

governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, recordation fee or governmental assessment. The Court shall retain specific jurisdiction with respect to these matters.

H. Exemptions from Securities Laws

49. The offering, issuance, or distribution of the securities issued in connection with the Plan shall be exempt from the provisions of section 5 of the Securities Act of 1933, as amended, and any federal, state, or local law requiring registration for the offer, issuance, or distribution of a security by reason of section 1145(a) of the Bankruptcy Code, except with respect to an entity which is an underwriter as defined in section 1145(b) of the Bankruptcy Code.

I. Delivery of Documents

50. Pursuant to section 1142 of the Bankruptcy Code, all Entities holding Claims against or Equity Interests in the Debtors that are treated under the Plan and other parties in interest and necessary parties shall be, and they hereby are, directed to execute, deliver, file, or record any document, and to take any action necessary to implement, consummate, and otherwise effectuate the Plan in accordance with its terms, and all such Entities shall be bound by the terms and provisions of all documents executed and delivered by them in connection with the Plan.

J. Cancellation of Existing Securities and Agreements

51. On the Effective Date, any document, agreement, or instrument evidencing any Claim or Equity Interest against a Debtor (other than any Claim or Equity Interest that is Unimpaired by the Plan) shall be deemed cancelled without further act or action under any applicable agreement, law, regulation, order, or rule, and the obligations of such Debtor under such documents, agreements, or instruments evidencing such Claims or Equity

Interests, as the case may be, shall be discharged; *provided, however*, that notwithstanding the foregoing or occurrence of the Effective Date, any indenture or other agreement that governs the rights of the holder of a Claim shall continue in effect solely for the purpose of (a) allowing that holder to receive Distributions under the Plan and (b) allowing and preserving the rights of such indenture trustee to (i) make distributions in satisfaction of Allowed noteholder Claims, (ii) exercise its Indenture Trustee Charging Liens against any such distributions, (iii) seek compensation and reimbursement from those noteholders for any fees and expenses incurred in making such distributions, and (iv) allowing an Indenture Trustee to enforce the subordination provisions contained in an indenture.

K. Releases and Exculpation Provisions

52. Each of the release and exculpation provisions as set forth in, among others, Sections 10.9, 10.10, and 10.11 of the Plan, is fair, equitable, and necessary to the reorganization and is hereby incorporated in its entirety as if set forth at length, and shall be immediately effective as of the Effective Date of the Plan, as set forth in and subject to the other provisions of the Plan.

53. Sections 10.4 and 10.11 of the Plan are subject to the following. The third party releases contained in Section 10.11 of the Plan and Section 10.4 of the Plan (solely as it relates to the third party releases in Section 10.11 of the Plan) shall not apply to or effect any claims of the Direct Purchaser Plaintiffs (including in their representative capacity for the certified class) in connection with *In re Publication Paper Antitrust Litigation*, Case No. 3:04-md-1631 (SRU) (D. Conn.) (the "Antitrust Action"); *provided, however*, that the foregoing is subject to all defenses of all persons or entities (other than the third party releases contained in Section 10.11 of the Plan and Section 10.4 of the Plan (solely as it relates to the third party

releases in Section 10.11 of the Plan)) and further subject to all appellate rights of all persons or entities.

L. Stockholders Agreement

54. On the Effective Date, New Holdco shall be authorized and directed to enter into a Stockholders Agreement in substantially the form filed with the Plan Supplement (the "Stockholders Agreement"). Each person or entity that receives shares of New Holdco Common Stock pursuant to the Plan (and their respective successors and assigns) shall automatically be deemed a party to the Stockholders Agreement in accordance with its terms, whether it receives such shares on or after the Effective Date and regardless of whether it executes or delivers a signature page to the New Stockholders Agreement. As of the Effective Date, the Stockholders Agreement shall become effective and binding upon each of the parties thereto in accordance with its terms, in each case without further notice to or order of the Bankruptcy Court, or any act or action under applicable law, or the vote, consent, authorization or approval of any person or entity. For the avoidance of doubt, nothing contained in the Plan or the Disclosure Statement shall limit, in any respect, any Stockholder Agreement provisions providing for preemptive rights or the listing of the New Holdco Common Stock on a securities exchange.

IX. Discharge and Injunctions

A. Discharge of Claims

55. Except as provided in the Plan or another Order of this Court, upon the Effective Date, all Claims and Equity Interests against the Debtors shall be, and shall be deemed to be, discharged to the fullest extent provided by section 1141 of the Bankruptcy Code. Except as provided in the Plan or another Order of this Court, upon the Effective Date, all holders of Claims and Equity Interests shall be precluded and enjoined from asserting against the

Reorganized Debtors, or any of their assets or properties, any other or further Claim or Equity Interest based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or Equity Interest.

B. Injunctions

(i) Injunction Against Claims and Equity Interests

56. Except as otherwise provided in the Plan, the Confirmation Order or any other applicable order of the Bankruptcy Court, all Entities who have held, hold or may hold Claims or Equity Interests are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind on any Equity Interest, Claim or Cause of Action discharged, released or waived pursuant to the Plan or the SEO Settlement Agreement against the Debtors, the other Releasees, the Estates, the Reorganized Debtors, or their respective properties or interests in properties, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order relating to any Equity Interest, Claim or Cause of Action discharged, released or waived pursuant to the Plan or the SEO Settlement Agreement against the Debtors, the other Releasees, the Estates, the Reorganized Debtors, or their respective properties or interests in properties, (iii) creating, perfecting, or enforcing any Encumbrance or Lien of any kind securing a Claim or other debt, liability, or Equity Interest or Cause of Action discharged, released or waived pursuant to the Plan or the SEO Settlement Agreement against the Debtors and the other Releasees, the Estates, the Reorganized Debtors, or their respective property or interests in property, and (iv) except to the extent provided, permitted, or preserved by sections 553, 555, 556, 559, or 560 of the Bankruptcy Code or pursuant to the common law, and not discharged, released or waived pursuant to the Plan or SEO Settlement Agreement, exercising any right of

recoupment, setoff or subrogation against any obligation due from the Debtors, the other Releasees, the Estates, the Reorganized Debtors or against their respective property or interests in property, with respect to any Equity Interest, Claim or Cause of Action that is discharged, released or waived pursuant to the Plan or the SEO Settlement Agreement. Nothing in the Plan or Confirmation Order shall impair any offset and/or recoupment right of the United States of America or any agency or instrumentality thereof, provided that the United States' preserved offset rights do not include the right to offset any postpetition claim of the Reorganized Debtors for amounts owed to them by the United States of America against any discharged prepetition claim of the United States of America for amounts owed to it by the Debtors.

(ii) Term of Existing Injunctions or Stays

57. Unless otherwise provided in the Plan, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order.

(iii) Injunction Against Interference with Plan

58. Pursuant to sections 1142 and 105 of the Bankruptcy Code, from and after the Effective Date, all holders of Claims and Equity Interests and other parties in interest, along with their respective current or former employees, agents, officers, directors, principals and Affiliates shall be enjoined from taking any actions to interfere with the implementation or consummation of the Plan, except for actions allowed to attain legal review.

(iv) Injunction Regarding Worthless Stock Deduction

59. Unless otherwise ordered by the Bankruptcy Court (including because the Bankruptcy Court determines that no injunction is necessary to protect the tax attributes of the Debtors or the Reorganized Debtors), any person or group of persons constituting a "fifty percent

shareholder” of NPGI, NPHC, or NPC within the meaning of section 382(g)(4)(D) of the Tax Code shall be permanently enjoined from claiming a worthless stock deduction with respect to any Equity Interest in NPGI, NPHC, or NPC held by that person(s) or group (or otherwise treating the Equity Interest in NPGI, NPHC, or NPC as worthless for U.S. federal income tax purposes) for any taxable year of that person(s) or group ending on or prior to the Effective Date.

(v) Channeling Injunction

60. Unless otherwise enjoined by the Plan and/or this Confirmation Order, any and all actions relating to any act or omission or other matter arising through the Effective Date against present or former officers, directors, or stockholders of the Debtors, or against affiliates of any such persons or Entities in such capacities, shall be brought solely in the Bankruptcy Court or any federal district court or Delaware state court, subject to all such courts’ powers to abstain. If none of such courts has subject matter jurisdiction and/or personal jurisdiction over a defendant who does not consent to personal jurisdiction, the actions may be brought elsewhere, subject to whatever objections and defenses the defendants may have. This section does not authorize the prosecution of any actions otherwise enjoined by the Plan.

X. Miscellaneous Provisions

A. Internal Revenue Service

61. Notwithstanding any provision to the contrary in the Plan, the Order confirming the Plan, and any implementing Plan documents, nothing shall: (i) affect the ability of the Internal Revenue Service (“IRS”) to pursue any non-debtors to the extent allowed by non-bankruptcy law for any liabilities that may be related to any federal tax liabilities owed by the Debtors or the Debtors’ Estates; (ii) require the IRS to file an administrative expense claim in order to receive payment for any liability described in 11 U.S.C. Section 503(b)(1)(B) and (C) in accordance with 11 U.S.C. Section 503(b)(1)(D); or (iii) prohibit the payment of IRS penalty

claims to the extent such claims are otherwise entitled to payment pursuant to the Bankruptcy Code. To the extent the allowed IRS Priority Tax Claims (including any penalties, interest or additions to tax entitled to priority under the Bankruptcy Code) are not paid in full in cash on the Effective Date, the allowed IRS Priority Tax Claims shall be paid from the Effective Date in no less than equal quarterly installments over a period not to exceed five years from the Petition Date and shall accrue interest at the rate set forth in 11 U.S.C. Section 511.

B. Reservation of Federal Government Rights

62. Nothing in the Plan or Confirmation Order shall impair the right of the United States of America, or any agency or instrumentality thereof, to: (i) recover under any surety bonds with respect to claims of the United States Customs and Border Protection; (ii) exercise police and regulatory powers against non-debtor parties in connection with any violations of Customs laws or regulations; or (iii) exercise any rights preserved under 11 U.S.C. section 1141(d)(6)(B).

C. Environmental Law

63. Nothing in this Confirmation Order or the Plan discharges or releases any person or entity from, or, precludes or enjoins enforcement by any governmental unit against any person or entity of: (i) any liability of such person or entity pursuant to any applicable Environmental Law (as defined below) to any governmental unit that is not a Claim as defined in 11 U.S.C. sec. 101(5); (ii) any Claim against such person or entity pursuant to any applicable Environmental Law by any governmental unit that is beyond Section 1141(d)(1)(A)'s provision of a discharge for "debts that arose before the date of [] confirmation"; (iii) any liability of such person or entity pursuant to any applicable Environmental Law to any governmental unit on the part of such entity as an owner or operator with respect to property owned or operated on or after the Effective Date (*provided, however*, that nothing in this clause (iii) shall be construed to

preclude the assertion or defense by the Debtor, the Reorganized Debtor or the successors thereto of a discharge, release, preclusion, or injunction against enforcement of any Claim with respect to such property for (a) response costs, oversight costs or other monetary costs expended by or for a governmental unit prior to the Confirmation Date pursuant to any applicable Environmental Law, or (b) fines or penalties assessed or owing to a governmental unit for any days of violation that occur before the Confirmation Date for a violation of any applicable Environmental Law (but not for days of violation, if any, that occur after the Confirmation Date)); or (iv) any liability of such person or entity (other than the Debtor, Reorganized Debtor, or the successors thereto) pursuant to any applicable Environmental Law to any governmental unit; *provided, however*, that, for the avoidance of doubt, the Debtor, the Reorganized Debtor or the successors thereto reserve any and all available defenses against any governmental unit under applicable non-bankruptcy law in any action or proceeding by such governmental unit.

64. “Environmental Law” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. sec. 9601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. sec. 5101 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. sec. 6901 et seq., the Clean Water Act, 33 U.S.C. sec. 1251 et seq., the Clean Air Act, 42 U.S.C. sec. 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. sec. 2601 et seq., the Atomic Energy Act, 42 U.S.C. sec. 2011 et seq., the Safe Drinking Water Act, 42 U.S.C. sec. 300f et seq., the Refuse Act, 33 U.S.C. sec 407 and the Oil Pollution Act of 1990, 33 U.S.C. sec. 2701 et seq., Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), 7 U.S.C. sec. 136., Emergency Planning and Community Right-To-Know Act, 42 U.S.C. sec. 11001 et seq., Surface Mining Control and Reclamation Act, 30 U.S.C. sec. 1201 et seq., Coastal Zone Management Act, 16 U.S.C. sec. 1451 et seq., Endangered Species Act, 16 U.S.C. sec. 1531 et seq., National

Environmental Policy Act, 42 U.S.C. sec. 4321 et seq., Marine Protection, Research and Sanctuary Act, 33 U.S.C. sec. 1401 et. seq., Rivers and Harbors Act, 33 U.S.C. sec. 401 et. seq., Noise Control Act, 42 U.S.C. sec. 4901 et seq., Park System Resource Protection Act, 16 U.S.C. sec. 19jj et seq., Residential Lead Based Paint Hazard Reduction Act, 42. U.S.C. sec. 4851 et seq., Outer Continental Shelf Lands Act, 43 U.S.C. sec. 1301 et seq., Pollution Prevention Act, 42 U.S.C. sec. 13101 et seq., and the regulations promulgated pursuant thereto, and all analogous state or local statutes and regulations.

65. Other than as stated in the remainder of this paragraph, nothing in the Plan or the Confirmation Order shall address in any way the rights and remedies of the United States in the action United States v. MeadWestvaco Corporation, #1:00-cv-2602-MJG, District of Maryland, ("D. MD Action"). Nor shall anything in the Plan or the Confirmation Order alter or affect the jurisdiction of the United States District Court for the District of Maryland over the D. MD Action. Upon the Effective Date of the Plan, the D. MD Action shall survive the bankruptcy case and may be adjudicated by the United States District Court for the District of Maryland; *provided, however*, that nothing in this paragraph shall be construed to be contrary to Section 1141(d)(1)(A)'s provision of a discharge for "debts that arose before the date of [] confirmation" and further provided that paragraph 63 above shall apply to the D. MD Action and the Luke Pulp and Paper Mill located in Luke, Maryland. All of MeadWestvaco's claims, rights and defenses (each, solely with respect to the United States) in the D. MD Action are preserved, and nothing in the Plan or this Confirmation Order shall be deemed to vitiate any claim, right or defense (each, solely with respect to the United States) MeadWestvaco may have in that case now or in the future.

66. Nothing in the Plan or this Confirmation Order shall divest or limit the jurisdiction of the District Court of the Eastern District of Wisconsin (the “Wisconsin District Court”) over the pending action, *United States of the America and the State of Wisconsin v. NCR Corporation*, et al, 10-C-910 (the “NCR Action”); *provided, however*, that the amount of (a) any judgment that has been entered and becomes final (including after applicable appellate review) against any of the Debtors in the NCR Action with respect to proofs of claim filed in the Chapter 11 Cases or (b) any settlement approved by the Bankruptcy Court and/or the Wisconsin District Court shall, in either case, be treated and paid solely as an allowed General Unsecured Claim in accordance with the Plan.

67. No forum-selection or choice-of-law provision in the Plan or Confirmation Order shall apply to any enforcement action brought by any governmental unit if that enforcement action is within subparagraphs (i), (ii), (iii), or (iv) in paragraph 63 above; *provided, however*, that, notwithstanding the foregoing, the Bankruptcy Court retains jurisdiction (unless it abstains) to interpret and enforce this Confirmation Order and the Plan, and determine whether such enforcement action referenced in this sentence is within subparagraphs (i), (ii), (iii), or (iv) in paragraph 63 above.

D. MeadWestvaco

68. Nothing set forth in either the Plan or this Order shall affect the rights of the Debtors or MeadWestvaco Corporation (“MWV”) related to either (i) *Debtors’ Motion for Order Pursuant to Section 365(a) of the Bankruptcy Code Authorizing Rejection of Executory Contract with Meadwestvaco Corporation* [Docket No. 2196] (the “Rejection Motion”) or (ii) the amended complaint filed in Adv. Pro. No. 12-50775 (KG) (the “MWV Complaint”, together with the Rejection Motion, the “Actions”), each currently pending in this Court, and the rights of

both the Debtors and MWV are expressly reserved in this regard and the Actions shall remaining pending until finally adjudicated or settled.

E. Liberty Mutual

69. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, or any of the Plan Documents, nothing in this Confirmation Order, the Plan (including Sections 10.1, 10.4, 10.8, and 10.9 of the Plan), or any of the Plan Documents (including any other provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing the legal, equitable, or contractual rights under the insurance policies issued by Liberty Mutual Insurance (“Liberty Mutual”) and applicable state law, *provided, however*, that the two timely filed Liberty Mutual Proofs of Claim (Claim #2256 and Claim #2260, together the “Liberty Mutual Claims”) will be treated as general unsecured claims discharged under the Plan, unless the APA⁵ is assumed or not rejected by the Debtors, in which case the Bankruptcy Court will determine the effect of such non-rejection; *provided further*, notwithstanding anything to the contrary, Liberty Mutual will be barred from bringing any claim discharged under Section 10.2 of the Plan against the Reorganized Debtors, notwithstanding Liberty Mutual’s rights of setoff and/or recoupment, if any, are preserved and not impaired.

F. Central Maine Power Company

70. Notwithstanding anything to the contrary contained herein or in the Plan or Plan Documents, (i) the terms of Section 8.2 of the Plan shall not apply to the Interconnection Agreement by and between NewPage Corporation and Central Maine Power Company dated January 1, 2006, and (ii) all of the rates, terms and conditions of said Interconnection Agreement shall remain unchanged and in full force and effect in accordance with their terms.

⁵ APA shall mean certain Equity and Asset Purchase Agreement between Maple Acquisition LLC, a predecessor to NewPage, and MeadWestvaco Corporation, dated January 14, 2005, as amended.

G. Payment of Fees Under Sections 14.18 and 14.19 of the Plan

71. The payment of fees and expenses contemplated by Sections 14.18 and 14.19 of the Plan are hereby authorized in accordance with the terms thereof.

H. Plan Amendment

72. Section 5.2 of the Plan is hereby amended and restated as follows:

5.2 Litigation Trust Assets. On the Effective Date, in accordance with Section 1141 of the Bankruptcy Code, all the Litigation Trust Assets, shall automatically vest in the Litigation Trust, free and clear of all Claims and Equity Interests for the benefit of the Litigation Trust Beneficiaries. Nothing herein shall waive or prejudice the rights of any entity against whom any claims, Causes of Action, or objections are brought.

I. Amendment of Plan Supplement Filed December 5, 2012

73. Section 6.2(a)(1) of each Employment Agreement included in Schedule 1.2.143 of the Plan Supplement shall be amended and replaced by the following provision:

(i) Any unpaid Base Salary and any accrued but unused vacation pay through the Termination Date, and, (ii) upon a Non-Compensated Termination resulting from a notice of non-renewal of the Term by the Company pursuant to Section 3, Executive's Bonus with respect to the calendar year in which the Term ends, with the amount and timing of payment to be determined in accordance with the terms of the Bonus Plan (without regard to any requirement that Executive be employed either on the date such Bonus is earned, on the date the amount of such Bonus is finally determined or on the date on which such Bonus is paid).

J. Mechanics' Lien Claimants

74. Notwithstanding anything to the contrary in the Plan or in this Confirmation Order, the treatment to be accorded under the Plan to the Claims of RMR Mechanical, Inc., AirTek Construction, Inc., Miller Mechanical Construction, Inc., GL&V USA, Inc., M.L. Smith Jr., LLC and Bacco Construction Company ("Bacco", and collectively, the "Mechanics Lien Claimants"), to which the Debtors objected pursuant to the Debtors' 21st and 22nd Omnibus Claims Objection, and as to which the Mechanics Lien Claimants filed responses, shall be determined by the Court. Such disputes will be adjudicated in one or more contested

matters before the Court (each a "Contested Matter") with discovery, briefing schedules and the determination of the legal and factual matters at issue, including, but not limited to, those identified in the separate Scheduling Order Regarding Debtors' Twenty First and Twenty Second Omnibus Objection, or in the case of Bacco, a separate scheduling order to be agreed upon by the Debtors and Bacco ("Scheduling Order"). Subject to the Court's determination of such issues, each holder of an Allowed Mechanics Lien Claim shall be entitled to a Distribution in respect of any such Allowed Claim as either (i) an Other Secured Claim (NPC Class 1A or GD Class 1A) under the Plan, entitled to payment in full in Cash of the amount of such Claim, or (ii) a General Unsecured Claim (NPC Class 3A or GD Class 3A) entitled to pro rata Distributions from the Litigation Trust as provided for under the Plan. Upon Confirmation, and pending a determination by the Court in the Contested Matter(s), the Mechanics Lien Claimants shall be and hereby are granted replacement liens on the same collateral currently securing their respective prepetition claims, which replacement liens (i) shall secure such prepetition claims solely to the extent their prepetition claims are allowable as Secured Claims and (ii) shall be junior in all respects to the liens granted by the Exit Financing Documents as security for the indebtedness and obligations thereunder (such junior liens, the "Junior Replacement Liens"). Such Junior Replacement Liens are on account of and in lieu of the prepetition liens asserted by the Mechanics Lien Claimants, which prepetition liens shall be extinguished as of the Effective Date of the Plan without the need for any further action, but without prejudice to any argument accruing to the Mechanics Lien Claimants under the Scheduling Order and prior to Confirmation or any defense thereto. If the Court determines that the Claims of the Mechanics Lien Claimants are Allowed Secured Claims, (a) the Debtors shall pay the Allowed amount of any such Claims in full, in Cash, within 3 Business Days of a Final Order allowing such Claims, or (b) if the

Debtors or Reorganized Debtors desire to appeal the Court's determination, the Debtors or Reorganized Debtors, as applicable, shall establish a cash escrow equal to the amount of the Allowed Secured Claim, and in either case, the Junior Replacement Liens shall be extinguished retroactive to the date on which such Junior Replacement Liens were granted without the need for any further action. If the Court determines that a Claim of a Mechanics Lien Claimant is a General Unsecured Claim, such Claim shall be treated under the Plan in the same manner as General Unsecured Claims (NPC Class 3A or GD Class 3A), and the Junior Replacement Liens shall be extinguished without the need for any further action. To the extent the Junior Replacement Liens of any Mechanics Lien Claimants are extinguished as provided above, then such Mechanics Lien Claimants shall execute such documents and take such actions as may be reasonably requested from time to time by the Reorganized Debtors or the agents under the Exit Financing Documents to evidence or further effectuate the termination of any Junior Replacement Liens. No provision of the confirmed Plan, including but not limited to the Release, Discharge and Injunction provisions of the Plan, shall affect, void or prejudice this Court's determination in the Contested Matter(s) of the issues in dispute as to the Mechanics Lien Claimants' Claims; provided, that nothing in the foregoing clause shall be deemed to limit or impair the confirmation and consummation of the Plan in any way; and provided, further, that any remedy afforded to a Mechanics Lien Claimant by the Court shall be strictly limited to such Mechanics Lien Claimant.

XI. Resolution or Overruling of Confirmation Objections

75. Objections to Confirmation, whether informal or filed with the Bankruptcy Court as Confirmation Objections, to the extent not resolved by this Confirmation Order or the amendments to the Plan or by a separate agreement, are hereby OVERRULED and DENIED for the reasons set forth on the record at the Confirmation Hearing.

XII. Retention of Jurisdiction by the Bankruptcy Court

76. The Bankruptcy Court shall retain jurisdiction over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Cases or the Plan, or that relates to any of the matters listed in Sections 12.1 or 12.2 of the Plan.

77. Notwithstanding the foregoing, on and after the Effective Date, the Court shall not retain or exercise any jurisdiction, the Court's retention of jurisdiction shall not govern any disputes or claims arising or asserted under, or any enforcement action or rights or remedies taken or exercised in connection with, the Exit Financing Documents after the Effective Date.

XIII. Exhibit 1.2.30 of the Plan

78. The Debtors are authorized to file Exhibit 1.2.30 of the Plan, which identifies the Committee Litigation Claims Protected Parties, under seal.

XIV. Notice of Entry of Confirmation Order

79. This Confirmation Order is a final order and the period in which an appeal thereof may be timely filed shall commence upon its entry. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), the Debtors or the Reorganized Debtors, as applicable, are directed to serve, within 10 days after the occurrence of the Confirmation Date, a notice of the entry of this Confirmation Order, which shall include notice of the bar dates established by the Plan and this Confirmation Order, substantially in the form of Exhibit B attached hereto and incorporated herein by reference (the "Confirmation Notice"), on all parties that received notice of the Confirmation Hearing.

80. As soon as practicable after the Confirmation Date, the Debtors shall make copies of this Confirmation Order and the Confirmation Notice available on KCC's website (<http://kccllc.net/NewPage>).

81. No later than 20 Business Days after the Confirmation Date, the Reorganized Debtors are directed to publish the version of the Confirmation Notice attached hereto as Exhibit B once in each *The Wall Street Journal* (National Edition) and the *National Post* (Canada).

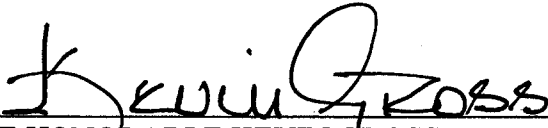
82. Following the occurrence of the Effective Date, the Reorganized Debtors shall file notice of the occurrence of the Effective Date with the Bankruptcy Court and shall make copies of the same available on KCC's website (<http://kccllc.net/NewPage>).

XV. No Just Cause for Delay

83. The Court determines there is no just cause for delay, and that this Confirmation Order shall not be stayed and shall take effect immediately upon entry, notwithstanding anything to the contrary in Bankruptcy Rules 3020(e) or 7062(a).

**THIS ORDER IS HEREBY DECLARED TO BE IN
RECORDABLE FORM AND SHALL BE ACCEPTED BY
ANY RECORDING OFFICER FOR FILING AND
RECORDING PURPOSES WITHOUT FURTHER OR
ADDITIONAL ORDERS, CERTIFICATIONS, OR OTHER
SUPPORTING DOCUMENTS.**

Dated: December 14, 2012
Wilmington, Delaware



THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE